



1 U.S.C. § 1331 grants this court original jurisdiction of all civil actions arising  
2 under the laws of the United States.

3 3. Defendant conducts business in the Commonwealth of Pennsylvania  
4 and as such, personal jurisdiction is established.

5 4. Venue is proper pursuant to 28 U.S.C. § 1391(b)(1).

6  
7 **PARTIES**

8 5. Plaintiff is a natural person residing in Philadelphia, Pennsylvania  
9 19138.

10 6. Plaintiff is a “consumer” as that term is defined by 15 U.S.C.  
11 §1692a(3).

12 7. Defendant is a national debt collection company with its corporate  
13 headquarters located at 27 Fairview Street, Suite 301, Carlisle, PA 17015.

14 8. Defendant is a “debt collector” as that term is defined by 15 U.S.C. §  
15 1692a(6), and repeatedly contacted Plaintiff in an attempt to collect a debt.

16 9. Defendant acted through its agents, employees, officers, members,  
17 directors, heirs, successors, assigns, principals, trustees, sureties, subrogees,  
18 representatives, and insurers.

19  
20 **FACTUAL ALLEGATIONS**

21 10. At all relevant times herein, Defendant was attempting to collect a  
22 debt and contacted Plaintiff in its attempts to collect that debt.

1           11. The debt at issue arose out of transactions primarily for personal,  
2 family, or household purposes.

3           12. Plaintiff never incurred any debt in connection with a business or  
4 commercial activities, and therefore, the debt if truly an obligation owed by her,  
5 could only have arisen from a financial obligation primarily for personal family, or  
6 household purposes.  
7

8           13. Beginning in or around late 2015, and continuing through May 2016,  
9 Defendant, through its agents and representatives, engaged in debt collection  
10 activities seeking payment from Plaintiff for the alleged furniture store debt.  
11

12           14. Defendant's collectors repeatedly made harassing telephone calls to  
13 Plaintiff's cellular telephone number seeking to collect this alleged debt.  
14

15           15. Defendant's harassing debt collection calls derived from numbers  
16 including, but not limited to (866) 756-6804. The undersigned has confirmed that  
17 this number belongs to the Defendant.  
18

19           16. When the calls began, Plaintiff spoke to one of Defendant's collectors  
20 and advised them to cease all telecommunication to her cellular number.

21           17. Defendant, despite the above, continued to call her.  
22

23           18. On at least one occasion, Defendant acknowledged her request to stop  
24 the calls but responded in refusal stating that they were "not going to stop".

25           19. Moreover, Defendant's calls came at inconvenient times including

1 while Plaintiff was at school as well as at work.

2 20. Also, within five (5) days of its initial communication with Plaintiff,  
3 Defendant failed to send Plaintiff written notice setting forth her rights to dispute  
4 the debt and/or seek verification of the debt pursuant to the FDCPA.  
5

6 21. Defendant's actions as described herein, were taken with intent to  
7 annoy, abuse, and harass Plaintiff in connection with the collection of a debt.  
8

9 **DEFENDANT VIOLATED THE**  
10 **FAIR DEBT COLLECTION PRACTICES ACT**

11 **COUNT I**

12 22. Defendant's conduct, as detailed in the preceding paragraphs, violated  
13 15 U.S.C. §1692d and §1692d(5).

14 a. A debt collector violates § 1692d of the FDCPA by engaging in  
15 any conduct the natural consequence of which is to harass,  
16 oppress, or abuse any person in connection with the collection  
17 of a debt.  
18

19 b. A debt collector violates § 1692d(5) of the FDCPA by causing  
20 a telephone to ring or engaging any person in telephone  
21 conversation repeatedly or continuously with intent to annoy,  
22 abuse, or harass any person at the called number.  
23

24 c. Here, Defendant violated §1692d and §1692d(5) of the FDCPA  
25 when placing repeated and continuous harassing telephone calls

1 to Plaintiff and when it continued calling Plaintiff's cellular  
2 phone even after repeatedly being told to stop.

3  
4 **COUNT II**

5 23. Defendant's conduct, as detailed in the preceding paragraphs, violated  
6 15 U.S.C. § 1692c(a)(1).

7 a. A debt collector violates § 1692c(a)(1) if, without the prior consent of  
8 the consumer, given directly to the debt collector or the express  
9 permission of a court of competent jurisdiction, it contacts a consumer  
10 at an unusual time or place or a time or place known or which should  
11 be known to be inconvenient to the consumer.

12  
13 b. Defendant violated § 1692c(a)(1) when it contacted Plaintiff at  
14 inconvenient times, such as while she was at work and while she was  
15 at school.  
16

17  
18 **COUNT III**

19 24. Defendant's conduct, as detailed in the preceding paragraphs, violated  
20 15 U.S.C. § 1692g(a).

21 a. Defendant violated § 1692g(a) of the FDCPA when it failed to provide  
22 Plaintiff with written notification of her rights to dispute the debt or to  
23 demand verification thereof within five (5) days of its first  
24 communication with Plaintiff.  
25

1 WHEREFORE, Plaintiff, CHANDRIKA HICKS, respectfully prays for a  
2 judgment as follows:

- 3 a. All actual damages suffered pursuant to 15 U.S.C.  
4 §1692k(a)(1);  
5  
6 b. Statutory damages of \$1,000.00 for the violation of the FDCPA  
7 pursuant to 15 U.S.C. §1692k(a)(2)(A);  
8  
9 c. All reasonable attorneys' fees, witness fees, court costs and  
10 other litigation costs incurred by Plaintiff pursuant to 15 U.S.C.  
11 §1693k(a)(3); and  
12  
13 d. Any other relief deemed appropriate by this Honorable Court.

14 **DEMAND FOR JURY TRIAL**

15 PLEASE TAKE NOTICE that Plaintiff, CHANDRIKA HICKS, demands a  
16 jury trial in this case.

17 RESPECTFULLY SUBMITTED,

18  
19 Date: 7-18-16

By: /s/ Amy Lynn Bennecoff Ginsburg

20 AMY LYNN BENNECOFF GINSBURG  
21 Attorney ID No. 57100  
22 Kimmel & Silverman, P.C.  
23 30 E. Butler Pike  
24 Ambler, PA 19002  
25 Phone: (215) 540-8888  
Fax: (877) 788-2864  
Email: [aginsburg@creditlaw.com](mailto:aginsburg@creditlaw.com)